

GENERAL TERMS AND CONDITIONS

Conscyo B.V.

1. Definitions

1.1. In these General Terms and Conditions the following is defined as:

General Terms and Conditions:	The present provisions;
Agency:	The advisory agency and legal entity Conscyo B.V.;
Client:	The party that has received an offer from, or has entered into an agreement with the Agency.
Agreement:	Any agreement, verbal or written, that is concluded between the Agency and the Client;
Assignment/Order:	Any agreement between the agency and the Client to supply products and services to the client;
Offer/Proposal/Quotation:	Any oral or written offer from the agency to enter into an assignment with it;
Materials:	All reports, advice, results, drawings, software, databases, concepts, presentations and other material objects developed by the agency in the context of the assignment.

2. Applicability General Terms and Conditions

- 2.1. These General Terms and Conditions are available in both the Dutch and English languages. In the event of a conflict between the Dutch and the English language versions, the Dutch text takes precedence.
- 2.2. These General Terms and Conditions apply to all offers, legal relations, quotations, assignments, work, agreements and legal acts whereby the agency provides goods and/or services of any kind to the client.
- 2.3. The applicability of purchasing or other conditions of the Client is expressly rejected.
- 2.4. Deviations from/alterations and additions to the Assignment or these General Terms and Conditions are only valid if they have been agreed expressly and in writing by the parties specifically referencing the article in question of these General Terms and Conditions.
- 2.5. If any provision of these General Terms and Conditions is void or nullified, the other provisions of these General Terms and Conditions will remain in full force and effect.
- 2.6. All orders are deemed to be made to and accepted by the Agency exclusively and are not deemed to be intended for execution by a specific person.

3. Establishment assignment

- 3.1. All offers and other communications made by the Agency are non-binding, unless explicitly indicated otherwise.
- 3.2. Offers are based on the information provided to the agency by the client up to the quotation date. The client guarantees that all information essential for the design and execution of the assignment has been provided to the agency. The agency is not responsible or liable for the correctness and completeness of the information provided by the Client and the use thereof.
- 3.3. The assignment is concluded in accordance with the agreed rate after written acceptance by the client of the quotation issued by the agency. If the quotation is not confirmed in any way by the client and the

agency nevertheless proceeds to carry out the assignment with the consent of the client, the content of the quotation will apply as agreed between the parties.

3.4. Conscyo is entitled to enlist third parties in the execution of the assignment

4. Rights and obligations of the Agency

- 4.1. The agency shall endeavour to carry out the assignment to the best of its knowledge and ability, in accordance with the requirements of good workmanship and rules of conduct as set out, inter alia, by the "Orde van organisatiekundigen en -adviseurs". However, the agency cannot guarantee that the objective or result sought by the client with the assignment will be achieved.
- 4.2. During the execution of the Assignment, the Agency and the client will have regular alignments on the status of the assignment and the manner in which the Assignment is being carried out.
- 4.3. If during the acceptance and execution of the Assignment facts or circumstances arise that (may) negatively affect the progress of the Assignment or the result thereof, the Agency and the Client will inform each other as soon as possible.
- 4.4. If the information necessary for the execution of the Assignment originating from the Client is not at the disposal of the Agency on time or not in accordance with the arrangements, or if the client fails to meet its obligations in any other way, the Agency shall be entitled to suspend the execution of the Assignment and to charge the Client for the costs incurred as a result in accordance with its usual rates.

5. Rights and obligations Client

- 5.1. The client shall ensure that:
 - 5.1.1. The Agency is timely provided with all data or information useful and necessary for the proper execution of the Agreement and is provided all cooperation, including granting access to its premises.
 - 5.1.2. If Client assigns its own personnel and/or auxiliary persons in the context of providing cooperation in the execution of an Agreement, such personnel and auxiliary persons shall have the necessary knowledge, experience, capacity, availability and quality.
 - 5.1.3. all facts and circumstances relevant and necessary to the Assignment, including those arising from changes in the Client's policy and/or organisation and changes in its immediate (market) environment, shall be reported to the Agency as soon as possible, so that the Agency can properly take them into account in the execution of the Assignment;
- 5.2. In case the consultant(s) or employee(s) of the Agency perform(s) activities on the premises of the Client, the Client shall provide free of charge the facilities reasonably desired by those employees, such as a working space with adequate computer, tele- and/or data communication facilities. The facilities shall comply with all legal and otherwise applicable requirements regarding working conditions. The client shall allow the Agency's employees to take reasonably desired measures to prevent occupational diseases. The client shall make the house and security rules applicable within its organisation known in good time to the Agency's employees to be deployed on site.
- 5.3. Client shall bear the risk of the selection, use and application in its organisation of the products and services provided and to be provided by Agency, and shall also be responsible for control and security procedures and adequate system management.
- 5.4. If the Client makes software, websites, materials, data files or data available to the Agency, they shall comply with the specifications necessary for the performance of the work.
- 5.5. If the Client fails to make the data, equipment, software or personnel and/or auxiliary persons necessary for the performance of the Agreement available to the Agency, or fails to do so on time or in accordance with the arrangements made, or if the Client fails to fulfil its obligations in any other way, the Agency shall have the right to suspend the performance of the Agreement in whole or in part, and the agency shall have the right to charge the costs incurred as a result in accordance with its usual rates, all this without prejudice to the other (statutory) rights that the Agency has.
- 5.6. If computer, tele- and/or data communication facilities, including the Internet, are used for the purpose of remote work under the Agreement, the Client shall be responsible for the correct choice and timely

and adequate availability thereof. The Agency shall consider reasonable instructions from the Client regarding such use. The Agency shall never be liable for damage or costs due to transmission errors, breakdowns or non-availability of these facilities, without prejudice to the provisions of Article 12.

- 5.7. The Client shall indemnify the Agency against claims by third parties (including consultants and employees of the Agency) who, in connection with the execution of the assignment, suffer damage resulting from the Client's acts or omissions or from unsafe situations in the Client's company or organisation.
- 5.8. The Client shall indemnify and hold harmless the Agency, and the consultants and employees engaged by it, from and against any claims, by whatever name and on whatever basis, of the Tax Authorities and/or the Employee Insurance Administration (UWV) for withholding and/or payment of taxes and/or social security contributions, including the interest thereon and any administrative penalties, in connection with the work performed by the Agency and the consultants and employees engaged by it.

6. Adjustments to the (nature of) the Assignment

- 6.1. Should circumstances arise within the context of the Assignment that were not foreseen at the start of the Assignment, a solution will be sought in mutual consultation and in good harmony, including, for example, adjustment of the (content of the) initial Assignment.
- 6.2. Client acknowledges and accepts that adjustments to (the content of) the Assignment (e.g. change in scope, working method or approach) may affect the agreed planning. If adjustment of (the content of) the Assignment is the result of requests or actions of the Client or other circumstances attributable to the Client, the Agency shall be entitled to charge any additional work arising therefrom as an additional or separate Assignment based on its usual rates.

7. Confidentiality

- 7.1. Both parties shall ensure that all information received from the other party which is known or should be known to be of a confidential nature shall remain secret, unless a legal duty requires disclosure of such information. The Party receiving confidential information shall use it only for the purpose for which it was provided. Information shall in any case be considered confidential if it is designated as such by one of the parties. Client shall, without prior written consent of the agency, not disclose to third parties the Agency's approach, working methods and materials. The confidentiality obligation shall continue for at least three years after the end of the agreement. With regard to the aforementioned products, the confidentiality obligation shall also continue after that period.
- 7.2. If disclosure of confidential information to a third party is necessary, the party that discloses such information to the relevant third party or third parties guarantees that these third parties also comply with this obligation to maintain the confidentiality of that information.

8. Privacy and other statutory obligations

- 8.1. If the Agency processes personal data in the course of performing its obligations under the agreement, as such terms are defined in the "Wet bescherming persoonsgegevens" (Dutch Personal Data Protection Act), the Client will be considered as the "controller" and the Agency as the "processor" of such personal data. The Agency only processes personal data at the order of the Client, in accordance with the Client's instructions. The Client guarantees vis-à-vis the Agency that the content, the use and/or processing of the personal data is not unlawful and does not infringe on any third-party right. The Client indemnifies the Agency against any third-party action including actions by the Client's staff, in connection with processing of this data or execution of the agreement.
- 8.2. The Agency shall comply with the specifications relating to information security as agreed in writing between the parties, and in the absence thereof shall observe at least the security measures that normally apply within the Agency.
- 8.3. The Client is completely and exclusively responsible for compliance with the statutory obligations of the Client arising from the "Wet bescherming persoonsgegevens" (Dutch Personal Data Protection Act) or any other act or regulation. Insofar as technically possible, the Agency shall cooperate with the Client when complying with these obligations. The costs associated with this are charged to the Client as additional charges.

9. Term and termination of the assignment

- 9.1. The assignment is entered into for the duration thereof and will therefore legally end when the assignment is completed.

- 9.2. The Client acknowledges that the duration and planning of the Assignment can be influenced by all kinds of unforeseen factors, including but not limited to the quality of the information provided by the Client in the context of the Assignment and the (degree of) availability and effort of the employees of the Client involved in the Assignment.
- 9.3. The Agency will endeavour to carry out the assignment within the agreed schedule. However, this planning and the (partial) terms included therein can never be regarded as strict deadlines. Except in the case of intent or gross negligence on the part of the Agency, exceeding the schedule and the (partial) terms included therein does not entitle the Client to dissolve or terminate the assignment in whole or in part, nor the right to compensation for any damage suffered by the Client as a result.
- 9.4. The parties shall both have the right to terminate the Assignment prematurely in writing, with a notice period of one (1) calendar month, if and insofar as one of them thereby demonstrates that the execution of the originally agreed Assignment and any supplementary Assignments is rendered significantly difficult or impossible due to hefty reasons and completion of the Assignment cannot reasonably be required.
- 9.5. In the event that the Assignment is terminated for any reason whatsoever, the Client shall reimburse the Agency for all work performed in the context of the Assignment up to that point in time and in full. All invoices already sent to the Client shall remain due in full and shall become immediately payable at the time of termination.
- 9.6. Each party shall be entitled to dissolve the Assignment, in whole or in part, with immediate effect and without judicial intervention, if in respect of the other party (a) a petition for bankruptcy has been filed, (b) a moratorium has been applied for, (c) liquidation or cessation of the enterprise has taken place or (d) an attachment has been levied on a substantial part of the assets of the other party. In the event of dissolution, the Agency shall never be obliged to refund any monies already received or to pay damages.

10. Rates and costs

- 10.1. Unless otherwise agreed in writing, the Agency's work and services shall be charged to the client on the basis of time spent and costs incurred. Unless otherwise agreed in writing, the Agency shall send an (advance) invoice once a month. In case of delivery of products, an invoice shall be sent upon or after delivery thereof.
- 10.2. the Agency's rates and the cost estimates based on these include all costs like general office costs and travel and accommodation expenses. Unless borne directly by the Client, the Agency charges additionally to the Client any travel and accommodation expenses incurred by the Agency, other than those to the place where its obligations under the agreement are normally performed. The Agency charges and the Client pays, without any requirement for further proof, all accommodation expenses, general expenses and other costs incurred by the Agency up to the amount of the standard allowances, as detailed in the most recent "Tarieflijst logies- en overige kosten buitenlandse dienstreizen" (Charge Rates For Accommodation And Other Costs For Foreign Business Trips) included in the "Reisregeling buitenland" (Foreign Travel Regulation) as published by the Dutch government, or alternatively the Agency may charge, and the Client shall pay, the expenses that have actually been incurred.
- 10.3. The cost of large amounts of materials (more than agreed between the parties) shall be charged to the Client separately. For products, the applicable price lists or quoted prices shall apply. The costs of third parties to be incurred by the Agency for the purpose of the Order shall be charged to the Client against submission of invoices.
- 10.4. All prices and rates are exclusive of sales tax (VAT) and other government levies. All prices and rates are in Euro, unless stated otherwise. Interim changes, such as but not limited to inflation, requiring the Agency to adjust rates or prices, will be passed on to the Client at most once every six months, i.e. on 1 January and/or 1 July.

11. Payments

- 11.1. Client shall pay all invoices originating from the Agency at all times within 14 days of the invoice date to the account number specified by the agency. The Client shall not be entitled to set off or suspend any payment.
- 11.2. If the Client fails to pay the amounts due in time or in full, the Client shall be in default, without any reminder or notice of default being required, and shall owe statutory commercial interest on the outstanding amount. If the Client fails to pay the claim even after a reminder, the Agency may pass on

the claim for collection, in which case the Client shall, in addition to the total amount then due, also be obliged to reimburse all judicial and extrajudicial costs, including costs calculated by external experts in addition to the costs established in court.

- 11.3. Before fulfilling any obligations on its part, the Agency shall be entitled to demand full payment and/or adequate security for performance by the client if, in the Agency's opinion, it is likely that the Client will not (be able to) fulfil its obligations on time or in full.

12. Liability

- 12.1. The Agency and the consultants and employees it engages shall be liable only for damage suffered by the Client that is the direct result of an attributable failure in the execution of the Assignment. The aforementioned contractual liability of the Agency and liability on other grounds shall in all cases be limited to the amount that the Agency has received from the Client for its work within the scope of the Assignment. If the Assignment continues for more than six (6) months, the aforementioned liability shall be limited to an amount equal to the total amount received by the agency from the client in the context of the Assignment in the last six (6) months before the damage occurred. Under no circumstances will the total compensation for direct losses, on whatever ground, amount to more than EUR 1,250,000, =.
- 12.2. The Agency and the consultants and employees it engages shall not be liable for damage suffered by the Client or any third party as a result of the application or use of the materials, products and/or results of the work. The Client shall indemnify the Agency and the advisers, employees and third parties engaged by the Agency in the context of the Assignment for all damage referred to in this paragraph.
- 12.3. The Client shall indemnify the Agency against all claims of third parties due to product liability as a result of a defect in a product or system supplied by the Client to a third party that partly consisted of products supplied by the Agency, except if and insofar as the Client proves that the damage was caused by those products.
- 12.4. The Agency's liability for attributable failure in the execution of an Agreement shall arise only if the Client gives the Agency immediate and proper notice of default in writing, setting a reasonable term for remedy of the failure, and the Agency continues to fail attributable in the execution of its obligations even after such term. The notice of default must contain as detailed a description of the failure as possible, which enables the Agency to respond adequately.
- 12.5. The Agency shall not be liable for consequential damage, trading loss or indirect damage suffered by the Client as a result of the Agency's failure to perform, or to perform on time, or to perform properly.
- 12.6. The limitations of liability contained in this Article 12 shall not apply if and insofar as there is intent and/or gross negligence on the part of the Agency or its executive management.
- 12.7. A condition for any right to compensation shall always be that the Client reports the damage to the Agency in writing as soon as possible after its occurrence. Any claim for damages against the Agency shall lapse by the mere expiry of six (6) calendar months after the claim arose.
- 12.8. The provisions of this article 12 as well as all other limitations and exclusions of liability mentioned in these General Terms and Conditions shall also apply in favour of all (legal) persons whose services the Agency makes use of in the execution of the Agreement.
- 12.9. The risk of loss, theft or damage of and to items, products, software or data that are the subject of the Agreement, transfers to the Client at the time when these are made available to the Client or its representative.

13. Products and services provided by third parties

- 13.1. If and insofar as The Agency delivers or makes third-party products available to the Client, the terms and conditions of those third parties apply to those products instead of the provisions in the agreement and these General Terms and Conditions. The Client accepts the terms and conditions of the third parties as referred to above. The Agency provides a copy of the third-party terms and conditions to the Client upon request.
- 13.2. If and insofar as in the relationship between the Client and the Agency the third-party terms and conditions, as referred to in article 13.1, for whatever reason, are considered not to apply, or are declared non-applicable, the provisions in the agreement and in these General Terms and Conditions will apply.

- 13.3. The Agency's liability for third-party products is limited to whatever amount is recovered by the Agency from the third party or third parties in question.
- 13.4. If The Agency or the Client makes use of open source software, only the licensing terms and conditions that are associated with the open source software in question apply. No agreement arises between the Agency and the Client with regard to the use of the open source software.

14. Intellectual property

- 14.1. All intellectual property rights to all products developed or made available under the Agreement are exclusively vested in the Agency or its licensors. In this article, 'product' shall include analyses, designs, documentation, reports, offers, equipment, software, websites and data files as well as preparatory material thereof.
- 14.2. Unless the Agency and the Client have expressly agreed otherwise in writing, the Agency shall be and remain the full and exclusive owner of the (intellectual) property rights (including but not limited to: copyrights, personality rights, design rights and database rights) vested in the materials.
- 14.3. The Agency grants the Client the right to use the materials exclusively within and for the benefit of its own organisation, but only after the Client has fulfilled all its (payment) obligations pursuant to the order.
- 14.4. Without the prior written consent of the Agency, the client shall not be permitted: a) to give access to the materials, to disclose or reproduce them in any manner whatsoever outside the circle of persons who, within the scope of the Assignment, are members of the staff directly involved in the Assignment; or b) to use the materials (in whole or in part) to institute legal claims, to conduct legal proceedings, or to use them for advertising or recruitment purposes.
- 14.5. The Client acquires a non-exclusive, unrestricted right of use for its internal use on products developed by the Agency specifically for the Client, including the source code thereof, for an indefinite period of time. This right of use also includes the right to make changes (or have changes made) to those products.
- 14.6. The Agency shall indemnify the Client against any legal action by a third party based on the allegation that products developed by the Agency itself infringe an intellectual property right of such third party under Dutch law, on the condition that the Client informs the Agency in writing forthwith of the existence and substance of the legal action and leaves the handling of the matter, including the conclusion of any settlements, entirely to the Agency. To this end, the Client shall grant the necessary powers of attorney, information and cooperation to the Agency to defend itself, if necessary on behalf of the Client, against these legal claims.
- 14.7. The obligation to indemnify referred to in Article 14.6 shall not apply if the alleged infringement relates a) to materials made available to the Agency by the Client for use, adaptation, processing or incorporation, or b) to changes made to the products by the Client or caused to be made by third parties, c) to use in connection with items or products not supplied or provided by the Agency, or d) to use in a manner other than that for which the products have been developed or intended.
- 14.8. If it has been irrevocably established in law that the products developed by the Agency infringe any intellectual property right belonging to a third party or if, in the Agency's opinion, there is a good chance that such an infringement may occur, the Agency shall, if possible, ensure that the Client can continue to use the products delivered, or functionally equivalent other products, without interference, for instance by modifying the infringing parts or by acquiring a right of use for the Client. If, in its sole opinion, the Agency cannot ensure that the Client can continue to have undisturbed use of the products delivered, or the Agency cannot ensure except in a manner that is unreasonably onerous (financially or otherwise) for it, the Agency shall take back the products delivered against crediting of the acquisition costs minus a reasonable user fee. The Agency shall make its choice after consultation with the Client.
- 14.9. Any other or further liability or indemnity obligation of the Agency due to infringement of intellectual property rights of a third party is entirely excluded. The provisions of Article 12 shall apply without prejudice to the indemnifications referred to in this Article 14.
- 14.10. The Client guarantees that no rights of third parties oppose the provision to the Agency of equipment, software, material intended for websites (visual material, text, music, domain names, logos, etc.), data files, or other materials, including design material, for the purpose of use, processing, installation or incorporation (e.g. in a website). The Client shall indemnify the Agency against any action based on the

allegation that such provision, use, adaptation, installation or incorporation infringes any third-party right.

15. Rules of conduct

- 15.1. The organisational expert or consultant deployed by the Agency shall comply with the professional rules of conduct as included, for example, in the Code of Conduct ("gedragsregels) as set out by the "Orde van organisatiekundigen en -adviseurs".

16. Final provisions

- 16.1. A party shall not, without the consent of the other party, during the term of the Agreement as well as for one (1) year after its termination, employ, approach for employment or otherwise, directly or indirectly, allow employees of the other party who have been involved in the execution of that Agreement to work for it.
- 16.2. A party is not obliged to fulfil any obligation, including a guarantee agreed between the parties, if it is prevented from doing so as a result of force majeure. Force majeure shall include force majeure of suppliers of the agency, failure to properly fulfil obligations of suppliers prescribed by the Client to the agency as well as defective goods, materials, software of third parties whose use has been prescribed by the Client to the agency and the outbreak of a pandemic.

If one of the parties is affected by a situation of force majeure within the meaning of Article 6:74 of the Dutch Civil Code, this party will immediately notify the other party thereof. The parties will then try to reach a reasonable solution in consultation. If a situation of force majeure has lasted longer than three (3) months, or it is expected that it will last longer than three (3) months, each of the parties will be entitled to terminate the Agreement by means of written notification. What has already been executed as a result of the Assignment, including the investments already made by the Agency, shall be settled proportionately in the event of force majeure, without the parties owing each other anything else.
- 16.3. The Agency is entitled to disclose the existence of the Agreement and its scope to third parties for publicity and/or marketing purposes as well as for references.

17. Applicable law and disputes

- 17.1. Dutch law shall apply to all disputes related to and/or arising from the general terms and conditions and/or Assignments or Agreements to which these general terms and conditions have been declared applicable.
- 17.2. In the event of disputes between the Client and the Agency, the parties shall first attempt to settle the dispute amicably. If the dispute is not resolved within 60 days after the most diligent party has notified the other party of the dispute, either party shall be entitled to submit the dispute to the competent court in Amsterdam.